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RECENT CASES.

Bond Investment Schemes—Use of mails for lottery purposes.—United States v. McDonald, et al., 59 Fed. Rep. 563 (Ill.). Indictment of the defendants, officers of "The Guarantee Investment Co.," for sending its circulars through the mails. The company's sole business was to sell its bonds of \$1,000 each, for about \$30, part in installments. A few of the bonds bearing given numbers, were to be paid first. This numbering was decided by mechanical chance. While these were reasonably sure to be paid, it was clear in view of the disproportion of price paid to the amount nominally promised in return, that in the great bulk of the bonds, those not getting lucky numbers had no appreciable chance of payment. Held, that the scheme was virtually a lottery, the return for the money invested being almost wholly dependent upon pure chance, not upon the working of natural laws or the laws of the market.

Carriers—Limitation of Liability—Denial of Partnership.—G. C. & T. F. Ry. Co. v. Wilson et al., S. W. Rep. 131 (Tex.). Where several connecting carriers are partners the stipulation of one that it will not be liable for injury to freight beyond its own line is no defense in case of such injury. Each partner is liable *in solido* for all claims against the partnership, and it is settled law that carriers cannot contract for exemption from liability for their own negligence.

Checks—Action by Holder—Defenses—Evidence—Admissions—Appeal—Harmless Error.—Simmons Hardware Co. v. The Bank of Greenwood, 19 S. E. 592 (S. C.). The holder of a check can sue the bank not paying the same for the amount specified therein if the drawer had funds in the bank, sufficient to pay it when presented, though it was not accepted or certified to as good by the bank. The theory is that when a bank receives the money of a depositor, and places the amount to the credit of such depositor on his deposit account, the implied contract on the part of the bank is that it will pay all checks drawn by the depositor in such amounts and to such persons as may be mentioned in such checks, as long as there remains to the credit of the depositor, on such account, an amount sufficient to pay such checks.